



Reseller Partner Agreement

Parties. On this day of _____2004, this is an agreement between Edynamo LLC (The PROVIDER) and _____(The Reseller).

1. Legal Terms of Service:

Partners with Edynamo LLC, heretofore, Edynamo, are required to comply with, and by using any such facilities, agree to comply with and be subject to Edynamo.com Reseller Agreement, hereby known as the "Agreement". Edynamo™ reserves the right to amend these Conditions and Policies at any time. DesignVAR.com Is a subsidiary of Edynamo LLC, therein they are the same. This contract is with Edynamo LLC and DesignVAR.com concurrently. Wherever Edynamo is mentioned, it refers to DesignVAR.com and where DesignVAR.com is mentioned it also refers to Edynamo LLC.

2. Reseller Functions

2.1. Reseller will function as a value-added reseller of Edynamo services. Reseller will place its orders for such services directly with DesignVAR.com.

2.2. Reseller may advertise in publications of general circulation.

2.3. Reseller's rights to resell Edynamo services within a specific territory shall not be exclusive unless otherwise agreed in writing.

3. Prices

3.1. All prices for services provided by Edynamo to Dealer are in US dollars. All reseller prices are listed in Exhibit A.

3.2. Reseller may set the prices paid to it by customers for Plans, as well as prices paid to it by customers. Edynamo has the right to revise its prices to Reseller with thirty (30) days' written notice. Such revisions shall apply to orders received by Edynamo on or after the effective date of the revision.

3.3. Reseller shall be responsible for paying all taxes of any nature which become due with regard to Edynamo services, except for taxes on Edynamo's income, irrespective of which party may be responsible for reporting or collecting such taxes.

4. Sign Up & Payment

4.1. All orders are subject to acceptance by Edynamo. Edynamo will only develop sites that are legal in the US . We reserve the right to deny service to any client, especially clients engaging in any illegal activity including hate, racism, flaming, illegal pornography, and any other content considered illegal by law. Reseller agrees to these provisions.

4.2. Subject to the provisions hereof, client accounts will be opened upon receipt of payment together with this contract, and repeated in each successive billable period thereafter at the terms, rates and charges described in Attachment A.

4.3. Payments shall be made every 30 days according to terms described in Attachment A, if monthly billing is allowable by such provision contained within. Charges for "billable period" services are payable prior to the beginning of each period. The billable service period begins on the date the services indicated in this agreement becomes available to the User. Initiation of work will begin upon receipt of full payment, or first payment due as described by Attachment A.

4.4. Payment and Terms: Payment shall be made in US dollars to Edynamo LLC into the account designated by Edynamo, or as may otherwise be agreed in writing by the parties. Payments are due upon presentation of invoice. Edynamo will not initiate site development without prior payment. If due to bank charges, transfer fees, or the like, Edynamo should receive less than its invoice amount, Edynamo will re-invoice Dealer for the shortfall. Should payment in full of any invoice (aside from such shortfalls) not be received by Edynamo within thirty (30) days after presentation, Edynamo will impose a debt service charge amounting to one percent (1.5%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid forty-five (45) days after presentation of invoice, Edynamo may discontinue, withhold, or suspend services to Reseller and/or its customer(s) to whom such unpaid amounts relate. Failure of Reseller's clients to pay in no way relieves the Partner's obligations to make full payment.

4.5 Reseller hereby agrees to pay any and all attorney fees, court costs, and related expenses incurred by Edynamo the collection of any amount due it.

5. Duties of Reseller

5.1. Project Management: Reseller will support end users by providing project management in the local language of the Reseller's main location.

5.2. General: In carrying out this agreement, Reseller will conduct itself in an ethical and lawful manner, will exercise its best efforts to achieve a high level of customer

satisfaction, and will do nothing to bring the reputation of Edynamo into disrepute.

6. Duties of Edynamo

DesignVAR will prepare, on request, an Internet web site design on behalf of Reseller according to plans and options described in Attachment A. In such case Reseller hereby waives any and all claims which it may have against DesignVAR for any loss, damage, claim or expense arising out of, or in relation to, the preparation of such web site in any on-line or off-line network directories, membership lists or registration lists, or business venture related to delivery of said website, or lists following the termination of services by Edynamo for any reason.

7. Rules & Regulations

7.1 Edynamo may impose reasonable rules and regulations regarding the use of its services from time to time. Reseller shall impose such rules and regulations on its customers to the extent necessary to ensure compliance.

7.2. Sub-reselling of design services by Edynamo is forbidden unless said resale is authorized in writing by Edynamo.

8. Limitation of Edynamo's Obligation & Liability

8.1. Edynamo will utilize its best efforts to maintain acceptable performance of services contracted for services, but Edynamo makes absolutely no warranties whatsoever express or implied, including warranty of merchantability or fitness for a particular purpose. Edynamo cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its design service or via the Internet. Edynamo will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on resellers system. Edynamo shall not be liable to Reseller or any of its customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-deliveries, or service interruptions whether or not caused by the fault or negligence of Edynamo.

8.2. Edynamo may discontinue servicing any Plan, or may require fulfillment of conditions. Edynamo may choose to impose as a prerequisite for continuing to service any Plan. Such discontinuation or requirement may not be unreasonable, however, and Edynamo agrees to provide Reseller with reasonable notice via Email and fax of any such intent to discontinue or impose conditions.

8.3. Services provided by Edynamo to Reseller shall be deemed accepted for all purposes upon publication of website for Internet use. After publication of website design no claim or objection regarding such services will be accepted. No claim related to such published services shall be raised.

8.4. Edynamo's liability to Reseller, and any end user of any Plan or other Edynamo services is limited to the amount paid to and received by Edynamo for services not

accepted. In no event shall Edynamo be liable to Reseller, or any end user or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if Edynamo has been advised of the possibility of such damage.

8.5. Reseller will take all necessary measures to preclude Edynamo from being made a party to any lawsuit or claim regarding Edynamo services provided to any Reseller or end user. Reseller hereby agrees to indemnify and hold harmless Edynamo from any and all claims of whatever nature brought by any of Reseller's customers against Edynamo in excess of the remedy set forth in paragraph 4.

9. Confidentiality

Reseller acknowledges that by reason of its relationship with Edynamo hereunder, it may have access to certain information and materials relating to Edynamo 's business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value to Edynamo, which value would be impaired if such information were disclosed to third parties. Reseller agrees that it will not use in any way for its own account nor for the account of any third party, nor disclose to any third party, any such information revealed to it by Edynamo. Reseller further agrees that it will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by the Reseller of any such confidential information in its possession, and all confidential materials shall be returned to Edynamo or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, Edynamo shall be entitled to injunctive relief, which relief shall not be contested by Reseller.

10. Relationship of the Parties

The relationship between Edynamo and Reseller is that of vendor and vendee. They shall not be construed as being joint ventures, franchiser/franchisee, or employer/employee. This agreement is a commercial agreement between businesses, not a consumer agreement. Reseller has no authority, apparent or otherwise, to contract for or on behalf of Edynamo, or in any other way legally bind Edynamo in any fashion, nor shall Reseller be authorized to make any representations about Edynamo or its services other than to set forth Edynamo 's responsibilities as outlined in this agreement.

11. Disputes

The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be resolved (other than the collection of money due on unpaid invoices) and other than the injunctive relief referred to in paragraph 9 shall be subject to arbitration upon written demand of either party. Arbitration shall take place in San Diego , Ca, or at another location if Edynamo so agrees. The arbitration shall follow the guidelines established by the American Arbitration Association.

12. Terms & Termination :

This agreement shall run until the end of one year. The initial and minimum term of this Agreement is for one year. This Agreement shall automatically renew for a similar term thereafter, until terminated

by either party with 30 days prior notice unless terminated in one of the following ways:

12.1. By either party, by notifying the other in writing by November 30 of any given year that this agreement will not be renewed.

12.2. By Edynamo, upon thirty (30) days' written notice, if Reseller breaches any material and substantial provision of this agreement and has not cured by the end of the 30 days.

12.3. Reseller becomes more than sixty (60) days in arrears in payment of its account with Edynamo;

12.4. There are instituted bankruptcy or insolvency proceedings against Reseller, which are not vacated within sixty (60) days from the date of filing;

12.5. Reseller institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency; or

12.6. Reseller makes an assignment of all or part of its assets for the benefit of creditors

12.7. By Edynamo immediately, if Reseller attempts to assign all or any part of this Agreement without Edynamo's prior written approval;

12.8. By Edynamo immediately, if Reseller fails to cause Edynamo to be informed in writing immediately on the happening of any event specified in this section;

12.9. By Edynamo immediately if the Reseller or Resellers clients use abusive conduct on the system and/or the Internet and its resources as a whole. Edynamo and its officer's have the authority to define what "abusive conduct" is, and definitions may periodically change or be amended.

12.10. By Reseller, immediately upon giving written notice to Edynamo, if

12.10.1. There are instituted bankruptcy or insolvency proceedings against Edynamo, which are not vacated within sixty (60) days from the date of filing;

12.10.2. Edynamo institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency;

12.10.3. Edynamo makes an assignment of all or part of its assets for the benefit of creditors; or

12.10.4. Edynamo fails to cause Reseller to be informed in writing immediately on the happening of any event specified in this section. The provisions of paragraphs 9, 11, 14,

15 and 16 survive any termination of this agreement.

13. Non-assign ability

Reseller's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of Edynamo, which consent shall not be unreasonably refused.

14. Partial Invalidity

If any provision of this agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. Edynamo and Reseller agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

15. Applicable Law, Jurisdictional Matters

This agreement takes effect when accepted by Edynamo in California . It is to be governed by and construed under the laws of the State of Massachusetts and the United States of America . The federal and state courts of the State of Massachusetts shall have exclusive jurisdiction to adjudicate any non-arbitral dispute arising out of this agreement. Reseller hereby expressly consents to (1) the jurisdiction of the courts of California and (2) service of process being effective upon it by registered mail sent to the address set forth at the beginning of this document, as may be changed from time to time by written notice actually received by Edynamo. Edynamo will comply with all orders issuing from tribunals having jurisdiction over Edynamo, and that such compliance could affect the services provided by Edynamo to Reseller or its customers; Reseller agrees to hold Edynamo harmless from any claims of Reseller or Reseller's customers resulting from such compliance.

16. Notices

Except with respect to service of process as set forth in paragraph 16, all notices may be sent by email, fax, or express mail to the email address, fax number, or address most recently provided and will be effective upon transmission. Evidence of successful transmission shall be retained.

17. Entire Agreement, Modifications

This agreement sets forth the entire agreement and understanding between the parties and merges all prior discussion between them. Edynamo may make changes to this agreement upon thirty (30) days' written notice to Reseller, advising of the change and the effective date thereof. Utilization of Edynamo services by Reseller and/or its customers following the effective date of such change shall constitute acceptance by Reseller of such change(s), unless Reseller objects in writing to such changes, in which case the changes shall not take effect until there is written consent to other arrangements by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereby execute this instrument, with each signature warranting its authority to enter into this agreement on behalf of the party it represents.

Exhibit A

Plans

- The plans described in Attachment A are available to (Reseller)_____ according to the terms listed within this document. Edynamo makes no guarantees on delivery outside the stated terms pursuant to plan(s) selected by Reseller .

	VAR PACK PRICE	\$250	\$550	\$2,500	\$3,500	
1.0	Web Content Elements	VAR	VAR-XL	VAR-XR	VAR-MAX	Each Additional
1.1	Web Page	5	15	25	50	\$25
1.2	Communication step	5	8	15	20	\$5
1.3	Text Editing	-	-	-	-	\$25/p
1.4	Content Writing/Rewriting	-	-	-	-	\$75/p
1.5	Site Structure/navigation suggestion/Change	-	-	-	-	\$120
1.6	Online Editable Whole Site Template Setup	-	-	-	-	\$420
1.7	Basic Data Base Setup	-	-	-	-	\$300
1.8	Rolling News Feed and Admin	-	-	-	-	\$180
1.9	Final test and Launch	1	1	1	1	\$180
2.0	Web Design Elements	VAR	VAR-XL	VAR-XR	VAR-MAX	Each Additional
2.1	Logo design (Web Only)	1	2	3	4	\$125
2.2	Logo design (Web & Print Capable)	-	-	-	-	\$200
2.3	Flash Intro (one stage, no audio)	-	-	-	-	\$120
2.4	Advanced Flash Intro (up to 3 stages, audio)	-	-	-	-	\$300
2.5	Select Design From Library	1	1	1	1	\$60
2.6	Create Design Concept	-	-	-	-	\$300
2.7	Visual Element Ajustment	2	4	4	10	\$30
2.8	Color Scheme Change	1	2	3	5	\$30
2.9	image suggestion	2	4	5	10	\$30
2.10	image Editing	5	7	10	50	\$45
3.0	SEO and Online Marketing Elements	VAR	VAR-XL	VAR-XR	VAR-MAX	Each Additional

3.1	SEO pack (all: 3.2-3.6) - Best Seller!	-	-	-	-	\$200
3.2	Adding Of "Alt tag" to all the Site Images	-	1	1	1	\$60
3.3	Search Engine Friendly URL	-	-	-	-	\$60
3.4	Meta Tags Setup	-	-	1	1	\$60
3.5	Submit to Search Engines	-	-	-	-	\$20
3.6	Smart Submit to Google + Alexa link sharing	-	-	-	-	\$30
3.7	Quick Tour Creation (up to 8 pages)	-	-	-	-	\$200
3.8	Banner Pack (4 animsted banners)	-	-	-	-	\$65
3.9	Animated Banner	-	-	-	-	\$25
4.0	eCommerce Elements	VAR	VAR-XL	VAR-XR	VAR-MAX	Each Additional
4.1	Merchant store set up (includes 20 products)	-	1	1	1	\$150
4.2	10 Merchant Products Input Package	-	2	5	20	\$40
4.3	Other Shopping Cart Setup (quote)	-	-	-	-	call
4.4	Payment module (if not built into cart)	-	-	-	-	\$500
5.0	Web Site Interactivity Elements	VAR	VAR-XL	VAR-XR	VAR-MAX	Each Additional
5.1	Live Chat	-	-	-	-	\$30
5.2	Site Search Tool	-	-	-	-	\$90
5.3	Guest Book	-	-	-	-	\$25
5.4	Online Forum	-	-	-	-	\$120
5.5	Simple Web Counter	-	-	-	-	\$30
5.6	Adbanced Web Ccounter	-	-	-	-	\$60
5.7	Mailing List	-	-	-	-	\$30
5.8	Automated FAQ - Best Seller!	-	-	-	-	\$75
5.9	Formmail - Best Seller!	-	-	-	-	\$60
5.10	Customer Login Section	-	-	-	-	\$180
5.11	Rating Section	-	-	-	-	\$720
5.12	Server Side Calculator	-	-	-	-	\$60
5.13	Online Directory Functionality	-	-	-	-	\$600
6.0	Custom Work	VAR	VAR-XL	VAR-XR	VAR-MAX	Each Additional
6.1	Web Programing	-	-	-	-	\$65/h
6.2	Custom Prebuild Pack Setup	-	-	-	-	\$500
6.3	Project Management	-	-	-	-	\$85/h
6.4	SEO, Marketing and Usabillity	-	-	-	-	\$95/h
		VAR	VAR-XL	VAR-XR	VAR-MAX	Each Additional

VAR PACK PRICE **\$250** **\$550** **\$2,500** **\$3,500**

- **Payment:** Reseller will submit the full and entire invoiced amount for each site development request prior to initiation of site development work.
- Reseller may submit payment by the following means: Visa, MasterCard, American Express or by company check.
- All Payments will be made to Edynamo LLC

I, _____, (print name) understand the above agreement

Reseller Signature _____ **Date** _____

Company _____

Title _____

Edynamo C.E.O. _____ **Date** _____